

Boone Co.

AFSCME #90 (Roads)

7/1/2005 6/30/2008

AGREEMENT

between

BOONE COUNTY, IOWA

and

LOCAL UNION NO. 90,  
AMERICAN FEDERATION OF STATE, COUNTY  
& MUNICIPAL EMPLOYEES, AFL-CIO

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JULY 1, 2005 TO JUNE 30, 2008

SECONDARY ROAD DEPT.  
LANDFILL DEPARTMENT

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SECONDARY ROAD  
JULY 1, 2005 TO JUNE 30, 2008  
PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July, 2005, by and between BOONE COUNTY, IOWA hereinafter sometimes referred to as the "County" or the "Employer", and LOCAL UNION NO. 90, AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, AFL-CIO, representing the employees of the Secondary Road and Landfill Workers of Boone County, Iowa, hereinafter referred to as the "Union".

In consideration of the covenants hereinafter contained by and on behalf of the County and the Union, it is mutually agreed as follows:

ARTICLE 1  
INTENT AND PURPOSE

The parties recognize and declare the necessity of providing the most efficient and highest quality secondary road, landfill, and drainage systems for the citizens and taxpayers of Boone County, Iowa.

The parties further recognize and declare their mutual desire to promote harmonious and cooperative relations among the County, the Union, and the employees covered by this Agreement and to assure effective and efficient operations of Boone County.

It is the intent and purpose of the parties hereto to set forth an agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of any claimed grievances, and to prevent any strikes, work stoppages, or other interruptions of work or interference with the County's operations.

The Employer and the Union agree that exceptions to all articles of this agreement may be granted in order for both the Union and the County to comply with the Americans with Disabilities Act.

ARTICLE 2  
RECOGNITION

The County recognizes the Union as the sole and exclusive collective bargaining agent for those employees in the following described unit as defined by the Public Employment Relations Board in Case No. 122.

All full-time and regular part-time Secondary Road and Landfill employees of Boone County, Iowa, excluding all Engineering Technicians, clerical employees, Foremen, Landfill Administrator, part-time landfill employees, temporary employees, and all other supervisory or professional employees as defined by Section 4 of the Act.

Where the Agreement references the Engineer, it will be interpreted to mean the Landfill Administrator where appropriate for landfill employees.

### ARTICLE 3 RIGHTS AND RESPONSIBILITIES

In addition to all powers, duties and rights of the County established by constitutional provisions, statute, ordinance, charter or special act, the Union recognizes the right and responsibilities which belong to the County: the right to manage the County's operations and to direct the working force; the right to hire employees; the right to maintain order and efficiency; the right to extend, maintain, curtail or terminate operations of the County, to determine the size and location of the County's operations and to determine the type and amount of equipment to be used; the right to assign work; the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities; the right to create, modify and terminate departments, job classifications and job duties; the right to transfer, promote and demote employees; the right to discipline, suspend and discharge employees for just cause; the right to lay off employees; the right to determine the number and starting time of shifts, the number of hours and days in the workweek, hours of work and the number of persons to be employed by the County at any time; the right to enforce and require employees to observe rules and regulations set forth by the County; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union, and provided further that these rights are subject only to such limitations as are contained in this Agreement.

The County and the Union will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the County or the Union because of race, creed, color, national origin, sex, age, disability or religion.

The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no discrimination by the County or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which shall interrupt or interfere with the operations of the County.

### ARTICLE 4 DUES DEDUCTION

The County will make monthly deductions from the wages of each employee who has provided the County with a written authorization therefore, for Union dues and initiation fee, in the amounts certified in such authorizations or by the Union's Treasurer, and will remit such monies to said Treasurer along with a list of employees and the amounts so deducted. Any such authorization may be revoked by an employee at any time upon his/her written thirty (30) day notice to the County, and shall automatically be cancelled upon termination of employment. The Union agrees to indemnify and hold the County harmless against any and all claims arising out of the operation of this Article.

Other Deductions: Upon receipt of written authorization from the employee, a standard dollar amount for said employee will be deducted from the employee's regular pay check by the Employer. Fifteen (15) calendar days advanced notice shall be given to the Employer before the first deduction will be made or any change in or discontinuation of the deduction is to be made.

This deduction can only be for the Union's P.E.O.P.L.E. political contribution program. One (1) remittance per pay period covering all participating employees will be sent by the Employer to the designated P.E.O.P.L.E. chairperson of Council 61.

## ARTICLE 5 HOURS OF WORK AND OVERTIME

This Article is intended to set forth the normal work scheduled and work week, but shall not be construed as a guarantee of hours of work per day, or per week, or days of work per week.

The normal work week for secondary road employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday will be from 7:30 A.M. to 4:00 P.M. During daylight savings time, the County, at the discretion of the County Engineer, may institute a normal work week that consists of four (4) ten (10) hour work days. The normal work day will be from 6:00 A.M. to 4:30 P.M. The County will continue its practice of rotating days off between sheds. In such a case, in spite of any provision to the contrary contained herein, no overtime pay will be paid unless an employee works more than ten (10) hours in any twenty-four (24) hour period during such four (4) day work week. Any hours above forty (40) worked in such a week shall be paid as overtime hours. For the purpose of computing overtime compensation, all hours for which an employee is paid are considered hours worked. For sick leave purposes, an employee who takes a sick leave on a ten (10) hour working day will receive sick leave pay for ten (10) hours for the day of leave and will be charged with one and one-quarter (1.25) days towards accumulated sick leave.

The normal work week for regular full-time landfill employees shall consist of five (5) eight (8) hour days and one (1) four (4) hour day. The normal workday will be from 7:30 A.M. to 4:00 P.M. Monday through Friday and 7:30 A.M. to 11:30 A.M. on Saturday. (Saturday work will be on a rotating basis). The times and arrangements for lunch and break periods may vary, depending on the nature of the work being performed and will be granted at the discretion of the working foreman or the Landfill Administrator.

All work performed in excess of eight (8) hours in a workday or forty (40) hours in a work week shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate, unless the employee has taken unpaid or unexcused time off during the work week. In the case of an employee who has taken such time off, he/she shall be compensated at the one and one-half (1 1/2) rate for hours worked in excess of forty (40) hours in the work week.

At the discretion of the department head or his/her designee, up to forty (40) hours of overtime per fiscal year may be granted to an employee as compensatory time. All compensatory time above sixteen (16) hours must be used by June 1 or will be paid the last pay period in June. The compensatory time off will be granted at the discretion of the department head and/or his/her designee.

Employees will receive two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon, each day, at a time scheduled by the County. Employees will receive a thirty (30) minute unpaid lunch period, at a time scheduled by the County.

All work performed on Sunday shall be paid at twice the employee's regular hourly rate.

The County will, so far as is practical, attempt to equalize overtime opportunities among employees in a particular shed normally performing particular work, excepting the work of gravel checking, inspection on construction, new construction, and emergencies. Overtime opportunities shall be accumulated and offered overtime which has been refused by an employee shall be considered time worked for the purpose of fairly distributing overtime opportunities only and for no other purpose.

Premium pay for the same hours worked shall not be duplicated under any provision of the Agreement.

All overtime work shall be determined by and must be authorized by supervisory employees.

In the event of changes in normal work schedules, employees and the Union will be notified by the County. Employees will be informed of such change by posting of such notice in a prominent place in each County shed and the landfill gate house a minimum of three (3) working days in advance.

Employees stranded away from their home or work place because of inclement weather while in the performance of their assigned duties shall be compensated at their regular hourly rate for all time spent in such condition, provided such time shall not be counted as time worked for overtime purposes.

#### ARTICLE 6 HOLIDAYS

Secondary Road holidays are as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and one (1) floating holiday, to be taken at the employee's option with supervisory approval, which shall not be unreasonably or capriciously withheld.

The landfill holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and two (2) floating holidays, to be taken at the employee's option with supervisory approval, which shall not be unreasonably or capriciously withheld. Landfill employees shall be paid time and one-half (1 1/2) for all hours worked on the day after Thanksgiving.

Each eligible employee shall receive holiday pay equal to his/her regular hourly rate times his/her regularly scheduled hours for each recognized holiday, provided he/she works the last scheduled workday immediately preceding and the first scheduled workday immediately following such holiday, unless excused by supervisory employees.

When a recognized holiday falls on a Saturday, the preceding Friday will be celebrated as the holiday, When a recognized holiday falls on Sunday, the following Monday will be celebrated as the holiday.

No holiday pay allowance shall be paid to an employee for a holiday which occurs during a layoff, disciplinary suspension, or leave of absence. If a recognized holiday falls within an eligible employee's vacation period, the employee will either receive the holiday pay in addition to his/her vacation, or the vacation will be extended one (1) day, at the employee's option but notice of such election shall be given to the Foreman or the landfill administrator prior to the commencement of the vacation to allow proper adjustment for scheduling. In the event the employee fails to give notice to the Foremen or the landfill administrator, the Employer shall determine whether to extend the vacation or to grant the holiday pay.

An employee required to perform work on a recognized holiday, and who qualifies for holiday pay, shall be paid time and one-half (1 1/2) his/her regular hourly rate for all hours worked plus the holiday at his/her straight time hourly rate.

#### ARTICLE 7 VACATIONS

Employees will be granted vacations as follows:

- (a) New employees are not entitled to a vacation until they have one (1) year of continuous employment.
- (b) Upon completion of one (1) year of continuous employment, employees will be entitled to a one (1) week vacation.
- (c) Upon completion of two (2) years of continuous employment, employees will be entitled to a two (2) week vacation.
- (d) Upon completion of five (5) years of continuous employment, employees will be entitled to a three (3) week vacation.
- (e) Upon completion of sixteen (16) years of continuous employment, employees will be entitled to a four (4) week vacation.

Each eligible employee shall receive vacation pay equal to his/her regular hourly rate of pay times his/her regularly scheduled hours for the appropriate vacation period.

Vacations may not be carried over from one year to the next and must be taken prior to June 1 of the following year or it will be forfeited. No vacation pay will be paid for vacations not taken, unless it has not been possible to take earned vacation prior to June 1 as a result of scheduling by the Employer. In such cases, the employee shall be paid for remaining vacation hours on the first regular paycheck after June 1.

As far as is practical, vacations shall be scheduled at the time requested by employees, with due consideration to their seniority, provided, however, the right to schedule vacation periods is reserved to the County to ensure the efficiency of operations.

In the event an employee is laid off or resigns, he/she shall then receive vacation pay in such an amount as has been earned and accrued.

#### ARTICLE 8 SICK LEAVE

Regular full-time employees will accumulate thirty (30) days sick leave per year; regular full-time employees who have worked less than three (3) years will accumulate two and one-half (2 1/2) days sick leave per month, in both cases, accumulative to one hundred twenty (120) days. The Employer reserves the right to require medical evidence of illness or disability after an employee is absent more than two (2) days. Notwithstanding this, the County may require, at any time, medical evidence or such other evidence as it may deem satisfactory, of illness or disability, or medical or dental appointment if it, in its sole discretion, should have reason to believe that the sick leave is not being used for sickness or is otherwise being abused. No sick leave shall be accumulated while an individual is on sick leave. Sick leave may be used at a minimum of one (1) hour.

Regular full-time employees may use up to five (5) days of sick leave per fiscal year for temporary emergencies for an employee's spouse or child or parent.



Workers Compensation insurance will make payments, under the terms of its policy, for scheduled time lost due to work related injuries or illnesses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Workers Compensation benefits. Upon request, employees may supplement Workers Compensation benefits with accrued sick leave or vacation. Workers Compensation insurance will make payments, under the terms of its policy, for scheduled time lost due to work related injuries or illnesses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Workers Compensation benefits. Upon request, employees may supplement Workers Compensation benefits with accrued sick leave or vacation time; however, the total compensation received shall not exceed the employee's present salary. For any day on which sick leave or vacation time is used, the hours of pay received to supplement Workers Compensation, at a minimum of two (2) hours, shall be deducted from the appropriate account.

An employee who has accumulated the maximum accumulation of sick leave (one hundred twenty {120} days) shall earn one (1) additional personal day on his/her anniversary date.

#### ARTICLE 9 PERSONAL LEAVE

An employee shall have two (2) personal days per anniversary year only after completing his/her probationary period of six (6) months.

Personal days must be arranged in advance with the employee's Department Head. A personal day may be taken in increments of one (1) hour at the discretion of the department head.

Personal days may not be carried over from one anniversary year to the next.

#### ARTICLE 10 FUNERAL LEAVE

An employee shall be granted a paid leave of absence in the event of death in his/her immediate family as outlined below. The leave will not be granted unless the employee immediately notifies his/her Department Head and requests the leave. The leave does not apply against sick leave, personal leave or vacation allowances.

- a. Death of wife, husband, mother, father, brother, sister, son, daughter or Legal Guardian Step Parents: not more than five (5) consecutive calendar days.
- b. Death of a mother-in-law, father-in-law, grandparents, grandchildren, brother in law, sister in law or other relative living in the employee's house: not more than three(3)consecutive calendar days.

The above mentioned leaves may be extended under extenuating circumstances if applied for, recommended by the Department Head, and approved by the Board of Supervisors.

An employee, provided he/she makes such a request in advance to his/her Department Head, shall be granted a leave of absence with pay to act as a pallbearer. Such leave shall not exceed one-half (1/2) day per occurrence.

#### ARTICLE 11 MILITARY LEAVE

Military leave shall be granted by the County Engineer, Landfill Administrator, or Board of Supervisors, as the case may be, in accordance with the provisions of Section 29A.28 of the Code of Iowa.

#### ARTICLE 12 JURY DUTY - CIVIC DUTY

An employee required to perform jury duty in any court, for either petit or grand jury service, shall receive his/her regular straight time hourly rate of pay for those hours he/she is required to be absent from work for such jury duty, less the per diem fees allowed such juror, but not the mileage allowance. An employee must return to work immediately after being released by the court during his/her scheduled working hours, provided that at least two (2) hours of scheduled work is left at the time the employee is released by the court. Failure to return to work as provided above shall result in a forfeiture of the payment provided in the first sentence of this Article.

#### ARTICLE 13 UNPAID LEAVE

A leave of absence without pay and not to exceed six (6) months may be granted upon request to the County Engineer or the Landfill Administrator.

The County may, at its sole discretion, grant unpaid leave for disability or other legitimate reasons after an employee has used up all of his/her otherwise available leave. Such unpaid leave shall be subject to the provisions of this Article. The County reserves the right to require proof satisfactory to it of the existence of and duration of such unpaid leave. For unpaid leave which is preschedulable, the employee must provide the County of notice thereof at least sixty (60) days prior to commencement of such leave, to be considered for such leave.

The parties agree to comply with the provisions of the Family Medical Leave Act.

The time spent by an employee on an unpaid leave of at least seven (7) calendar days shall not count towards the employee's vacation or sick leave time.

#### ARTICLE 14 CALL TIME

An employee called to work outside of his/her regularly scheduled hours shall be paid a minimum of two (2) hours at the applicable rate, unless such call in is contiguous to the employee's regular shift, in which event the employee shall be paid only for the time worked in excess of the regularly scheduled daily hours.

ARTICLE 15  
ADJUSTMENT OF GRIEVANCES

A grievance is defined as a dispute an employee or group of employees may have with the County concerning the interpretation, application, or violation of the express terms of this Agreement by the County. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, at his/her option, with or without his/her Steward, to his/her Foreman or the Landfill Administrator, within three (3) working days after the occurrence upon which the grievance is based. The Foreman or the Landfill Administrator shall give his/her oral answer to the grievance within three (3) working days after the grievance was presented to him/her.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee within five (5) working days after the answer of the Employer. The grievance shall be reduced to writing, signed by the aggrieved employee, and shall specifically state the facts and the section of this Agreement alleged to have been violated. The written grievance shall be submitted to the County Engineer or the Landfill Administrator, who shall give his answer in writing to the employee and Steward within five (5) working days after the grievance has been presented to him/her.

Step Three. If the grievance is not settled in Step Two, it may be appealed to the Board of Supervisors within five (5) working days after the County Engineer's or Landfill Administrator's answer. If the grievant desires a meeting with the Board, such will be granted. The Board will answer the grievance in writing within ten (10) days after its receipt of the grievance.

Step Four. If the grievance is not settled in Step Three, it may be appealed to arbitration by the Union by written notice submitted to the County Engineer or the Landfill Administrator within seven (7) working days after the receipt of the County's Step Three answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of the Agreement which is to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the County and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) workdays of the County's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties designated representative shall determine, by lot, the order of elimination and thereafter, each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act the arbitrator.

With supervisory approval, the Shop Steward and grievant may investigate and process grievances during work time without loss of pay. Supervisory approval shall not be unreasonably or capriciously withheld.

The failure by an employee, the Union, or its representative to process a grievance within the time specified above shall bar an employee, the Union, or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the County to reply or answer within the time specified above shall be deemed a denial of the grievance. The parties may, however, mutually agree in writing to extend the time limits in

any step of the grievance procedure. In the event the United States mail is used, the mailing of the grievance appeal or response thereto shall be considered timely if postmarked within the time limits.

An arbitrator selected pursuant to the provisions of Step Four shall schedule a hearing of the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to or subtract from, modify or amend any terms of the Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be final and binding upon the County, the Union, and the aggrieved employee(s), unless appealed to the Iowa District Court of Boone County by any party to such arbitration decision in any action for a declaratory judgment within thirty (30) calendar days from the date of the receipt of the arbitration decision.

The County and the Union will share equally the costs of the arbitrator, including the fees of the arbitrator and his/her expenses. Any other expenses shall be paid by the party incurring them, and the court costs shall be paid by the party instituting the appeal, regardless of which party is the ultimate losing party.

#### ARTICLE 16 WORK STOPPAGES

The County agrees that, during the term of the Agreement, it will not engage in any lockout of its employees.

The Union and the employees agree that they will not cause or participate in any work stoppages or picketing for an unlawful purpose, or any other action which interferes with the operation of the County.

In the event of a violation of Section 12 of the Iowa Public Employment Relations Act and/or this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved such as public announcements, letters, bulletins, telegrams, and employee meetings to bring about an immediate resumption of normal work.

In the event of a violation of Section 12 of the Iowa Public Employment Relations Act and/or this Article, any employee participating in such violation may be immediately discharged.

#### ARTICLE 17 SENIORITY

Seniority, as used in the Agreement, shall mean an employee's length of continuous service with the County from his/her last date of hire. Seniority shall be administered on a department-wide basis, i.e., Secondary Road Department and Landfill Department. Employees may be terminated during their first six (6) months of employment, with or without cause, and without recourse of the grievance procedure.

Seniority shall be broken and terminated if:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) Employee is laid off for a period of one (1) year.
- (d) Employee retires.

- (e) Employee fails to respond to a notice of recall within five (5) days of receipt thereof; or
- (f) Employee is absent for three (3) consecutive regularly scheduled workdays without notifying the County.

If the County determines to lay off employees, employees shall be laid off in the order of their least seniority within three (3) departments;

- (a) Mechanics,
- (b) all other Secondary Road employees, and within each of the three (3) sheds, provided the County may retain one (1) non-Mechanic at each shed without regard to seniority,
- (c) and Landfill Employees.

In the event a layoff takes place, a Secondary Road employee may bump the least senior employee in another shed, provided the employee either lives or will relocate to a residence that is within an acceptable distance to that shed as determined by the County Engineer or the Board of Supervisors.

Employees shall have recall rights (but no eligibility for wages or fringe benefits) for one (1) year from layoff and shall be recalled in the reverse order of their layoff. It is the responsibility of a laid off employee to keep the County advised of his/her current address. An employee shall be conclusively deemed to have received notice of recall three (3) calendar days (excluding Sundays or any day when there is no postal delivery service for whatever reason) after such mail has been mailed by certified mail, return receipt requested, to the employee's last address as shown on the County record.

#### ARTICLE 18 INSURANCE

The County shall pay the full cost of the single employee health insurance premium. Effective July 1, 2005, the County shall pay the full cost for the family health insurance coverage for ISAC Plan 8.

Effective July 1, 2006, the County shall pay the full cost of ISAC Plan 9. Employees may choose ISAC Plan 8, if available, by paying the difference in cost between Plan 8 and Plan 9.

Effective July 1, 2007, the County shall pay the full cost of ISAC Plan 10. Employees may choose ISAC Plan 9, if available, by paying the difference in cost between Plan 9 and Plan 10.

The County may select the insurance carrier, however, benefits will be comparable to the benefits levels in the Plans referred to above.

In no case will employee's contribution toward family health insurance coverage be less than \$1.00 per month.

The County will continue to provide the Life Insurance coverage as provided to other county employees.

ARTICLE 19  
GENERAL CONDITIONS

Union representatives will have access to employees for lawful Union business during the last hour of the regular working day on advance notice to the appropriate Supervisor and his approval.

Protective equipment required by the Employer shall be provided at the Employer's cost.

Should any provision of this Agreement be declared unlawful and unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable, and negotiations shall be reopened for that provision or provisions held to be unlawful and unenforceable.

The parties agree that supervisors shall not regularly perform bargaining unit work, except when, in the opinion of the supervisor, it is necessary because of the absence of the employees, emergencies, or to supplement employees when the work load demands.

ARTICLE 20  
LONGEVITY

Each regular full-time employee shall be eligible for longevity pay based upon consecutive years of service in the bargaining unit as follows:

(a) After five (5) years of continuous full-time service, five cents (\$0.05) per hour.

(b) After ten (10) years of continuous full-time service, ten cents (\$.10) per hour.

(c) After fifteen (15) years of continuous full-time service, fifteen cents (\$.15) per hour.

ARTICLE 21  
DISCIPLINE AND DISCHARGE

The employer will not discipline or discharge an employee without just cause.

ARTICLE 22  
DURATION

THIS AGREEMENT shall be effective as of the 1st day of July, 2005, and shall remain in full force until the 30th day of June, 2008, and shall continue in effect from year to year thereafter unless and until either party hereto gives to the other party written notice no later than the 15th day of November prior to the expiration of its desire to terminate or modify this Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in, this Agreement, even through such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 17th day of June, 2005.

EMPLOYER  
BOONE COUNTY

BY M. O'Brien  
CHAIR, BOARD OF SUPERVISORS

BY Albert L. Loucuser  
MEMBER, BOARD OF SUPERVISORS

BY Chris Reed  
MEMBER, BOARD OF SUPERVISORS

ACKNOWLEDGED BY:

Renee Von Bokern  
EMPLOYER REPRESENTATIVE  
RENEE VON BOKERN.

UNION  
AMERICAN FEDERATION OF STATE,  
COUNTY, & MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL UNION NO. 90

BY Mike Abrams

BY J.P. Harmon  
NEGOTIATION TEAM MEMBER

BY Brian Lafferty  
NEGOTIATION TEAM MEMBER

BY Craig Frank  
NEGOTIATION TEAM MEMBER

BY Steven J. He...  
CHIEF NEGOTIATOR

Schedule A  
WAGES

	7-1-05	7-1-06	7-1-07
Mechanic	17.38	18.07	18.71
Other Road Employees:			
Group A (after 2 years)	17.06	17.74	18.36
Group B (after 1 1/2 years)	16.64	17.31	17.91
Group C (after 1 year)	15.54	16.16	16.72
Group D (after 6 months)	13.47	14.00	14.49
Group E (hire in)	12.07	12.55	12.99
Group F (part-time)	8.12	8.45	8.75
Landfill Employees:			
Working Forman	17.26	17.95	18.58
Equipment Operators	16.42	17.07	17.67
After 1 1/2 years	16.03	16.67	17.26
After 1 year	14.97	15.56	16.11
After six months	13.03	13.55	14.03
Hire In	11.71	12.17	12.60



Letter of Understanding

7/1/07 - 6/30/08

A joint County-wide employer/employee committee will be established to explore insurance options, with the understanding that meetings are on the employee's own time.

FOR THE COUNTY

M. O'Brien  
Albert H. Sorenson  
Cindy W. Reed

FOR THE UNION

Jeff Gorman  
Brian Longhenry  
Rithic Conrad